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Attorneys for Defendant Lafayette Orinda Presbyterian Church

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MARILYN TEAKLE,

Plaintiff,

vs.

LAFAYETTE ORINDA PRESBYTERIAN  
CHURCH; PRESBYTERY OF SAN  
FRANCISCO; THE SYNOD OF THE  
PACIFIC; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-02973-MHP

**JOINT CASE MANAGEMENT  
CONFERENCE STATEMENT**

**Date:** January 28, 2008  
**Time:** 3:00 p.m.  
**Courtroom:** 15

Plaintiff Marilyn Teakle and Defendant Lafayette Orinda Presbyterian Church ("LOPC"),  
through their respective counsel, hereby submit the following Joint Case Management Statement:

**1. Jurisdiction and Service:**

Defendant has been served.

This action was originally filed in the Superior Court for the State of California, County  
of Contra Costa, Case No. C 07-00961, entitled *Marilyn Teakle v. Lafayette Orinda Presbyterian*  
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1 *Church, Presbytery of San Francisco, The Synod of the Pacific and DOES 1 through 50.* The  
2 United States District Court has original jurisdiction under 28 U.S.C. § 1331. The action was  
3 properly removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. § 1441(b)  
4 in that it arises under the Federal Age Discrimination in Employment Act ("ADEA"), 29 U.S.C.  
5 § 621, et seq. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant  
6 to 28 U.S.C. § 1367(a). The date to move to remand has passed.

7 **2. Facts**

8 **Plaintiff Marilyn Teakle's Statement of Facts**

9 Ms Teakle was born on December 24, 1940 and was 65 years old at the time of her  
10 termination on July 14, 2006. She was first employed by LOPC as an administrative assistant in  
11 1981, and from January 1, 1983 to July 14, 2006, she was employed full-time. As an  
12 administrative assistant, Ms. Teakle's responsibilities were wholly secular. In 1981, Ms. Teakle  
13 and LOPC had entered into an employment contract of indefinite duration. LOPC has had an  
14 actual practice of not terminating administrative personnel without good cause. Ms. Teakle was  
15 qualified for the position she held. During the 25 years prior to her wrongful termination, Ms.  
16 Teakle performed all duties required of her as an employee of LOPC in a diligent, proper and  
17 satisfactory manner. Ms. Teakle received regular increases in her salary and commendations for  
18 the quality of her work. On July 14, 2006, LOPC involuntarily terminated and retired Ms.  
19 Teakle, insisting that it was time that she retire. LOPC subsequently replaced Ms. Teakle with  
20 younger people. At the time of Ms. Teakle's termination, she was an administrative assistant  
21 supporting Music/Worship and Congregational Care. Upon her termination, the Music/Worship  
22 and Congregational Care duties were divided into separate positions. Younger people were hired  
23 in each position. LOPC did not consider Ms. Teakle for either of the revived positions for which  
24 she had been formerly responsible and that involved substantially the same duties as her previous  
25 position. LOPC had a continuing need for services which Ms. Teakle was qualified to perform  
26 after the reorganization. The conduct of LOPC in terminating Ms. Teakle's employment and  
27 replacing her with younger people was contrary to and in violation of the provisions of the  
28 ADEA.

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1           **Defendant's Statement of Facts**

2           Ms. Teakle was hired by Defendant LOPC in 1981. During her years of employment  
3 with LOPC, Ms. Teakle performed various administrative assistant functions. Ms. Teakle was a  
4 full-time administrative assistant who was supposed to provide support for Music/Worship and  
5 Congregational Care at the time of her termination. Ms. Teakle was employed at will.  
6 Employment at LOPC has always been at-will; LOPC has no practice of terminating employees  
7 only for good cause. As an at-will employee, Ms. Teakle could be terminated at any time, with  
8 or without cause. LOPC terminated Ms. Teakle's employment on or about July 14, 2006.  
9 LOPC did not terminate Ms. Teakle based on her age. Ms. Teakle was terminated because her  
10 position, full-time Administrative Assistant providing support to the Music and Worship Director  
11 and Congregational Care, was eliminated during a staffing reorganization. After the full-time  
12 Administrative Assistant position was eliminated, LOPC created a new part-time position to  
13 provide support, both administrative support and project coordination, to the Music and Worship  
14 department, a new part-time position to handle certain Congregational Care responsibilities, and  
15 assigned certain LOPC publication graphics and layout responsibilities to an independent  
16 contractor. LOPC also based its decision to terminate Ms. Teakle in part based on her  
17 performance. Ms. Teakle was not meeting performance expectations at the time of her  
18 termination. LOPC did not "insist" that Ms. Teakle retire. LOPC offered Ms. Teakle the option  
19 of announcing to the LOPC congregation that she was retiring from LOPC rather than explaining  
20 that her position had been eliminated during LOPC's reorganization or that she was terminated  
21 for failing to perform to expectations. In recognition of her many years of service, LOPC  
22 continued to pay Ms. Teakle her salary and benefits for six months following her termination and  
23 offered to organize a congregation-wide event in her honor.  
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3. Principal Legal Issues Disputed By Parties:

1. Whether Defendant LOPC terminated Plaintiff's employment in violation of the Age Discrimination in Employment Act of 1967 ("ADEA").
2. Whether Defendant LOPC willfully violated the ADEA by terminating Plaintiff's employment.
3. Whether Defendant LOPC terminated Plaintiff's employment in violation of an implied-in-fact contract to terminate only for cause.
4. Whether Defendant LOPC's termination of Plaintiff's employment constituted a breach of the implied covenant of good faith and fair dealing.
5. Whether Defendant LOPC wrongfully terminated Plaintiff's employment in violation of the public policy expressed in the ADEA.
6. Whether Plaintiff's employment was terminated due to legitimate business reasons.
7. Whether Defendant LOPC negligently supervised its employees such that age discrimination by Defendant's managers and supervisors was permitted.
8. Whether Defendant LOPC took all reasonable steps necessary to prevent discrimination in the workplace.
9. Whether Defendant LOPC's conduct negligently caused Plaintiff to suffer emotional distress.
10. Whether Plaintiff is entitled to recover compensatory damages as a result of Defendant's conduct.
11. Whether Plaintiff has failed to mitigate her alleged damages.
12. Whether Plaintiff is entitled to an award of reasonable attorneys' fees.
13. Whether Plaintiff is entitled to an award of liquidated damages.
14. Whether Plaintiff's claims are barred by the applicable statutes of limitations or equitable doctrines including, but not limited to, waiver, estoppel, unclean hands or laches.
15. Whether Plaintiff exhausted her administrative remedies before filing this lawsuit.

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1 The parties have agreed that California discovery cut-off rules will apply. Other than  
2 that, the parties do not presently anticipate requesting any limitations or modifications of the  
3 discovery rules.

4 **Plaintiff's and Defendant's Proposed Discovery Plan**

5 All parties intend to complete written discovery by March 2008.

6 The parties have agreed that California discovery cut-off rules will apply. Therefore, fact  
7 discovery must be completed 30 days before the initial trial date and expert discovery must be  
8 completed 15 days before the initial trial date.

9 **9. Related Cases:**

10 There are no related cases or proceedings pending before another judge of this court, or  
11 before another court or administrative body.

12 **10. Relief**

13 Ms. Teakle seeks damages for past and future loss of wages and benefits of employment,  
14 and interest on the same. She seeks damages for emotional distress and reasonable attorneys'  
15 fees and costs.

16 Ms. Teakle has not located comparable replacement employment. Ms. Teakle estimates  
17 her damages as follows:

- 18 a) Base wage loss of approximately \$20,000 to date, and continuing until Ms. Teakle  
19 secures comparable replacement employment;
- 20 b) Front pay compensation of approximately \$150,000 in lieu of reinstatement as Ms  
21 Teakle's position has been filled.
- 22 c) Lost benefits of employment estimated at \$20,000.00 to date, and continuing until  
23 Ms. Teakle secures comparable replacement employment;
- 24 d) Emotional distress damages in an amount to be determined, which are ongoing;
- 25 e) Costs and attorneys' fees, in an amount to be determined following trial, but which  
26 will probably exceed \$200,000.

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11. Settlement and ADR:

The parties have agreed to mediation, and have tentatively agreed that Ruth Glick will serve as mediator.

12. Other References:

The matter is not suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

13. Narrowing of the Issues:

Plaintiff dismissed Defendants The Synod of the Pacific and Presbytery of San Francisco from this action on or about November 1, 2007.

14. Scheduling:

Both parties seek a trial date in mid to late June 2008. Whatever trial date is chosen, Plaintiff and Defendant agree that the California rules regarding discovery deadlines will apply.

15. Trial

The case will be tried to a jury. The expected length of trial is 7 to 10 court days.

16. Disclosure of Non-Party Interested Entities or Persons:

The parties have filed Disclosures of Non-Party Interested Entities or Persons. Pursuant to Civil L.R. 3-16, the counsels of record for both Plaintiff and Defendant certify that as of this date, other than the named parties, there is no such interest to report.

17. Other Matters:

The parties are not currently aware of any other matters that may facilitate the just, speedy, or inexpensive resolution of this matter.

Dated: 1/7/2008

DONNELLY NELSON DEPOLO &  
MURRAY

By: 

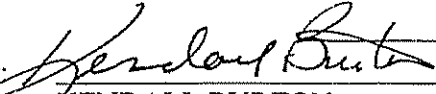
AMY K. LEE

Attorneys for Plaintiff Marilyn Teakle

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1 Dated: 1/7/2008

2 SIMPSON, GARRITY & INNES

3  
4 By:   
5 KENDALL BURTON

6 Attorneys for Defendant Lafayette Orinda  
7 Presbyterian Church  
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